

**BOARD OF GOVERNORS  
FIRE AND AMBULANCE DISTRICT 1  
AGENDA ITEM SUMMARY**

Meeting Date: December 21, 2005

Division: Emergency Services

Bulk Item: Yes ☐ No ☒

Department: Fire Rescue

Staff Contact Person: Camille Dubroff

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**AGENDA ITEM WORDING:** Approval of Amendment to Agreement with Roy Khanna for maintenance of Fire Rescue vehicles (Ambulances), amending Section 6 in order to eliminate the requirement for Contractor to provide a copy of original parts supplier invoices for all parts under \$200.00.

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**ITEM BACKGROUND:** Currently the agreement provides for copies of original parts supplier invoices be attached to each bill. This has proven to be a cumbersome process especially in the case of items that are stocked for months, i.e. oil, oil filters, air filters, belts, etc. To require the attachment of original invoices for these low cost, frequently used components unnecessarily slows the payment of vendors and unduly burdens county staff. As an alternative, periodic spot checks would meet the intent of the existing contract thereby protecting the county's interests. The parties desire to amend the Agreement to revise Section 6 in order to eliminate the requirement for Contractor to provide a copy of original parts supplier invoices for all parts under \$200.00.

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**PREVIOUS RELEVANT BOG ACTION:** On September 28, 2005 the board granted approval and authorized execution of a Renewal Agreement effective October 1, 2005 through September 30, 2006 between the Board and Roy Khanna for maintenance of Fire Rescue vehicles (Ambulances) including inspections, preventative maintenance, and unscheduled maintenance and repairs resulting from failure or malfunction

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**CONTRACT/AGREEMENT CHANGES:** Revise Section 6 in order to eliminate the requirement for Contractor to provide a copy of original parts supplier invoices for all parts under \$200.00.

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**STAFF RECOMMENDATIONS:** Approval.

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**TOTAL COST:** .00

**BUDGETED:** Yes ☐ No ☐

**COST TO COUNTY:**

**SOURCE OF FUNDS:** Ad Valorem Taxes

**REVENUE PRODUCING:** Yes ☐ No ☒

**AMOUNT PER MONTH**  **Year**

**APPROVED BY:** County Atty Yes OMB/Purchasing X Risk Management X

**DIVISION DIRECTOR APPROVAL:**

  
Clark O. Martin, Jr.

**DOCUMENTATION:** Included ☒

Not Required ☐

**DISPOSITION:**

**AGENDA ITEM #**



# MONROE COUNTY BOARD OF GOVERNORS

## CONTRACT SUMMARY

Contract with: Roy Khanna Contract #                       
 Effective Date: 01/01/2006  
 Expiration Date: 09/30/2006

### Contract Purpose/Description:

Approval of Amendment to Agreement with Roy Khanna for maintenance of Fire Rescue vehicles (Ambulances), amending Section 6 in order to eliminate the requirement for Contractor to provide a copy of original parts supplier invoices for all parts under \$200.00.

Contract Manager: Camille Dubroff 6010 Fire Rescue / Stop 14  
 (Name) (Ext.) (Department/Stop #)

for BOCC meeting on 12/21/2005 Agenda Deadline: 12/06/2006

## CONTRACT COSTS

Total Dollar Value of Contract: \$ 0.00 Current Year Portion: \$                       
 Budgeted? Yes ☐ No ☐ Account Codes:                       
 Grant: \$                       
 County Match: \$                     

## ADDITIONAL COSTS

Estimated Ongoing Costs: \$           /yr For:                       
 (Not included in dollar value above) (eg. maintenance, utilities, janitorial, salaries, etc.)

## CONTRACT REVIEW

	Date In	Changes Needed	Reviewer	Date Out
Division Director	<u>          </u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u><i>[Signature]</i></u>	<u>12-2-05</u>
Risk Management	<u>11-28-05</u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u><i>M. Slane</i></u>	<u>11-28-05</u>
<sup>EC</sup> O.M.B./Purchasing	<u>11-29-05</u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u><i>[Signature]</i></u>	<u>11/30/05</u>
County Attorney	<u>11-23-05</u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u><i>[Signature]</i></u>	<u>11/28/05</u>

Comments: Need to attach copy of orig. contract



AMENDMENT NUMBER 1  
TO THE AGREEMENT BETWEEN  
BOARD OF GOVERNORS OF FIRE AND AMBULANCE DISTRICT 1  
OF MONROE COUNTY FLORIDA  
AND ROY KHANNA

This Amendment Number 1 is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2005, by and between the Board of Governors of Fire and Ambulance District 1 of Monroe County, Florida, hereinafter referred to as "District" and Roy Khanna, hereinafter referred to as "Contractor".

WITNESSETH:

WHEREAS, the parties hereto did enter into an agreement dated March 19, 2003 for scheduled general and preventative maintenance of all Monroe County Fire Rescue ambulances, and for unscheduled maintenance and repairs resulting from equipment failure or malfunction; and

WHEREAS, the parties desire to amend the Agreement to revise Section 6 in order to eliminate the requirement for Contractor to provide a copy of original parts supplier invoices for all parts under \$200.00 and attach to each bill.

NOW THEREFORE, the parties agree as follows:

1. The foregoing provision is included as if fully set forth herein.
2. Section 6 shall now read as follows:

PARTS, FLUIDS AND LUBRICANTS- All parts, fluids and lubricants used for maintaining and repairing vehicles shall be supplied by CONTRACTOR and billed to the DISTRICT at cost plus 25%. For parts \$200.00 and over, a copy of original parts supplier invoices shall be attached to the bill. Contractor will be required to keep all original parts supplier invoices available at request by County for spot checking and auditing purposes.

3. In all other respects, the Agreement between the parties dated March 19, 2003, remains in full force and effect.

IN WITNESS THEREOF, the parties have executed this Agreement the day and year first written above.

BOARD OF GOVERNORS FIRE AND  
AMBULANCE DISTRICT 1 OF  
MONROE COUNTY, FL

(SEAL)

\_\_\_\_\_  
Mayor/Chairman

Attest: Danny L. Kolhage, Clerk

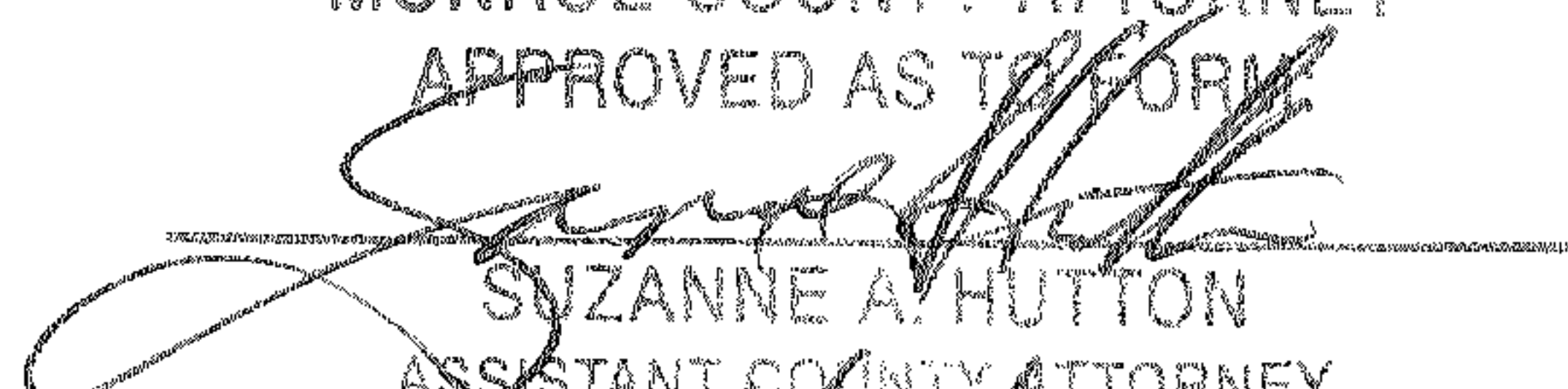
\_\_\_\_\_  
Clerk

WITNESS:

\_\_\_\_\_  
Roy Khanna

\_\_\_\_\_  
Authorized Representative

MONROE COUNTY ATTORNEY  
APPROVED AS TO FORM

  
SUZANNE A. HUTTON  
ASSISTANT COUNTY ATTORNEY  
Date 11/28/05



# MAINTENANCE OF FIRE/RESCUE VEHICLES

AGREEMENT is made and entered into by the Board of Governors of Fire and Ambulance District 1 of Monroe County, Florida, hereinafter referred to as "DISTRICT", and Roy Khanna, hereinafter referred to as "CONTRACTOR".

## RECITALS

- A. The DISTRICT advertised a notice of calling for bids for MAINTENANCE OF FIRE/RESCUE VEHICLES, which were opened on the 7<sup>th</sup> day of January 2003;
- B. The successful bidder was Roy Khanna;
- C. The initial contract provides for a renewal of the contract for three additional one-year terms.
- D. This contract is an agreement between parties.

NOW, therefore, the parties agree as follows:

- 1. **CONTRACT PERIOD AND RENEWAL** - The first contract term is a period from the date on which it is signed by the last of the two parties and will expire on September 30, 2003. This contract may be renewed, at the option of the DISTRICT, upon giving at least 30 days notice to CONTRACTOR. The option for renewal shall be for three additional one-year terms conditioned upon annual appropriation of funds.
- 2. **CONTRACT TERMINATION** - This contract may be terminated for any reason by either party on 30-day written notice without cause.
- 3. **SUBJECT MATTER OF CONTRACT** - This contract is for performing scheduled general and preventative maintenance of all Monroe County Fire Rescue ambulances, and for unscheduled maintenance and repairs resulting from equipment failure or malfunction.
- 4. **RATES** - The hourly rate shall be \$65.00 per man-hour with no travel time or mileage charge. Jobs requiring more than one technician will be charged at the rate of \$35.00 per man-hour for the second man. The charge for conducting an ambulance inspection with each preventative maintenance performed will be \$239.00.
- 5. **WORK SCHEDULE** - Regularly scheduled inspections and preventative maintenance shall be conducted at such intervals as are approved by the DISTRICT and by the Ford Scheduled Maintenance Guide using "Special Operating Conditions" as the guide for the Ford Maintenance. The modular portion of the vehicle shall be maintained in accordance with the manufacturers recommendations.
- 6. **PARTS, FLUIDS AND LUBRICANTS** - All parts, fluids, and lubricants used for maintaining and repairing vehicles shall be supplied by CONTRACTOR and billed to the DISTRICT at cost plus 25%, with a copy of original parts supplier invoices for all parts attached to the bill.



7. **ENGINE OIL AND FILTER CHANGE** - CONTRACTOR shall complete drivetrain lubrication and any other fluids and/or filter changes shall be performed as recommended by Ford.
8. **WEEKLY MAINTENANCE SCHEDULE** - CONTRACTOR shall provide to the DISTRICT a preventative maintenance schedule that can be performed weekly by Monroe County Fire Rescue personnel.
9. **MAINTENANCE LOG** - CONTRACTOR shall maintain an inspection and maintenance chart on each vehicle containing at least the following information:
  - (a) date of performance,
  - (b) apparatus serviced,
  - (c) service performed,
  - (d) parts used,
  - (e) name of service person(s),
  - (f) total downtime of vehicle

A copy of this chart shall be supplied to the Fire Rescue Office within 30 days of the service.

A computerized ambulance inspection form shall be developed by the Contractor and approved by the Monroe County Fire Rescue Support Services Manager. This form will be completed by the Contractor and forwarded to the office of the Support Services Manager so that it can part of the service record of the vehicle.

10. **COMMUNICATION** - CONTRACTOR shall maintain a telephone or paging device such that prompt notification of request for service is possible at all times.
11. **RESPONSE TO SERVICE REQUEST** - CONTRACTOR shall have 120 hours to respond if one ambulance goes off line. If a second ambulance goes off line, the Contractor must respond within 48 hours of notification to repair both vehicles. If a third ambulance goes off line, the Contractor must respond immediately to get a minimum of two ambulances back on line.
12. **CERTIFICATION** - CONTRACTOR shall provide evidence satisfactory to the DISTRICT that its personnel who perform maintenance work are certified in general mechanics and repair.
13. **QUALIFICATIONS OF MAINTENANCE PERSONNEL** - All personnel performing maintenance, repairs, adjustments, and related work on the DISTRICT'S equipment shall be certified or experienced in the work to be performed.
14. **INDEMNIFICATION** - CONTRACTOR shall indemnify and hold the DISTRICT and Monroe County harmless for any negligence on its part, or faulty or improper workmanship, for all work performed under this contract, including all costs of collection, reasonable attorney fees, claim costs, and as per "Attachment A". All property or equipment being directly maintained or repaired by CONTRACTOR shall be considered in its care, custody, and control while such work is in progress and until physical control of such property or equipment is restored to the DISTRICT.

15. LOCATION OF WORK - This contract covers ambulances located at the following stations:
- a. Big Coppitt
  - b. Cudjoe
  - c. Big Pine
  - d. Conch Key
  - e. Tavernier
16. INSURANCE - As per Attachments "B" and "C".
17. PAYMENTS - Payments shall be made by the DISTRICT within 30 days of the completion of the rendered services on each vehicle and proper invoicing by the CONTRACTOR. All unscheduled maintenance and repairs resulting from equipment failure or malfunction requiring service shall be billed by the CONTRACTOR at the applicable rates as specified in Section four of this AGREEMENT. The CONTRACTOR upon notification by the DISTRICT of an equipment failure or malfunction requiring unscheduled maintenance shall, in a timely manner investigate the problem and provide to the DISTRICT an estimate of the cost for repair and vehicle downtime. The CONTRACTOR upon receiving authorization to proceed from the DISTRICT shall effectuate such repair; upon completion of same the contractor shall notify the DISTRICT of the outcome and actual cost. The DISTRICT shall issue a separate purchase order for each occurrence of unscheduled maintenance and repair.
18. This contract takes effect on the date of the last party to sign.
19. Monroe County's performance and obligation to pay under this contract is contingent upon an annual appropriation by the B.O.C.C.
20. Venue for any litigation arising under this contract must be in a court of competent jurisdiction in Monroe County, Florida.

IN WITNESS WHEREOF, each party hereto has caused this contract to be executed by its duly authorized representative.

Attest: DANNY L. KOLHAGE, CLERK

BOARD OF GOVERNORS,  
FIRE AND AMBULANCE DISTRICT 1

By: *Daniel C. DeSantis*  
Deputy Clerk

By: *Karin Marshall*  
Mayor/Chairman

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

BY: *Suzanne A. Hutton*  
SUZANNE A. HUTTON

DATE: 2/19/03

ROY KHANNA

WITNESS: *Susan Hoyer*

*[Signature]*  
Authorized Representative



**MONROE COUNTY, FLORIDA  
RISK MANAGEMENT  
POLICY AND PROCEDURES  
CONTRACT ADMINISTRATION  
MANUAL**

**Indemnification and Hold Harmless  
for  
Other Contractors and Subcontractors**

The Contractor covenants and agrees to indemnify and hold harmless Monroe County Board of County Commissioners from any and all claims for bodily injury (including death), personal injury, and property damage (including property owned by Monroe County) and any other losses, damages, and expenses (including attorney's fees) which arise out of, in connection with, or by reason of services provided by the Contractor or any of its Subcontractor(s) in any tier, occasioned by the negligence, errors, or other wrongful act or omission of The Contractor or its Subcontractors in any tier, their employees, or agents.

In the event the completion of the project (to include the work of others) is delayed or suspended as a result of the Contractor's failure to purchase or maintain the required insurance, the Contractor shall indemnify the County from any and all increased expenses resulting from such delay.

The first ten dollars (\$10.00) of remuneration paid to the Contractor is for the indemnification provided for above.

The extent of liability is in no way limited to, reduced, or lessened by the insurance requirements contained elsewhere within this agreement.

**TCS**

**RISK MANAGEMENT  
POLICY AND PROCEDURES  
CONTRACT ADMINISTRATION  
MANUAL**

**General Insurance Requirements  
for  
Other Contractors and Subcontractors**

As a pre-requisite of the work governed, or the goods supplied under this contract (including the pre-staging of personnel and material), the Contractor shall obtain, at his/her own expense, insurance as specified in any attached schedules, which are made part of this contract. The Contractor will ensure that the insurance obtained will extend protection to all Subcontractors engaged by the Contractor. As an alternative, the Contractor may require all Subcontractors to obtain insurance consistent with the attached schedules.

The Contractor will not be permitted to commence work governed by this contract (including pre-staging of personnel and material) until satisfactory evidence of the required insurance has been furnished to the County as specified below. Delays in the commencement of work, resulting from the failure of the Contractor to provide satisfactory evidence of the required insurance, shall not extend deadlines specified in this contract and any penalties and failure to perform assessments shall be imposed as if the work commenced on the specified date and time, except for the Contractor's failure to provide satisfactory evidence.

The Contractor shall maintain the required insurance throughout the entire term of this contract and any extensions specified in the attached schedules. Failure to comply with this provision may result in the immediate suspension of all work until the required insurance has been reinstated or replaced. Delays in the completion of work resulting from the failure of the Contractor to maintain the required insurance shall not extend deadlines specified in this contract and any penalties and failure to perform assessments shall be imposed as if the work had not been suspended, except for the Contractor's failure to maintain the required insurance.

The Contractor shall provide, to the County, as satisfactory evidence of the required insurance, either:

- Certificate of Insurance
- or
- A Certified copy of the actual insurance policy.

The County, at its sole option, has the right to request a certified copy of any or all insurance policies required by this contract.

All insurance policies must specify that they are not subject to cancellation, non-renewal, material change, or reduction in coverage unless a minimum of thirty (30) days prior notification is given to the County by the insurer.

The acceptance and/or approval of the Contractor's insurance shall not be construed as relieving the Contractor from any liability or obligation assumed under this contract or imposed by law.



The Monroe County Board of County Commissioners, its employees and officials will be included as "Additional Insured" on all policies, except for Workers' Compensation.

Any deviations from these General Insurance Requirements must be requested in writing on the County prepared form entitled "**Request for Waiver of Insurance Requirements**" and approved by Monroe County Risk Management.

**GENERAL LIABILITY  
INSURANCE REQUIREMENTS  
FOR  
CONTRACT**

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**BETWEEN  
MONROE COUNTY, FLORIDA  
AND**

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Prior to the commencement of work governed by this contract, the Contractor shall obtain General Liability Insurance. Coverage shall be maintained throughout the life of the contract and include, as a minimum:

- Premises Operations
- Products and Completed Operations
- Blanket Contractual Liability
- Personal Injury Liability
- Expanded Definition of Property Damage

The minimum limits acceptable shall be:

\$300,000 Combined Single Limit (CSL)

If split limits are provided, the minimum limits acceptable shall be:

\$100,000 per Person  
\$300,000 per Occurrence  
\$ 50,000 Property Damage

An Occurrence Form policy is preferred. If coverage is provided on a Claims Made policy, its provisions should include coverage for claims filed on or after the effective date of this contract. In addition, the period for which claims may be reported should extend for a minimum of twelve (12) months following the acceptance of work by the County.

The Monroe County Board of County Commissioners shall be named as Additional Insured on all policies issued to satisfy the above requirements.

**GL1**



**VEHICLE LIABILITY  
INSURANCE REQUIREMENTS  
FOR  
CONTRACT \_\_\_\_\_**

**BETWEEN  
MONROE COUNTY, FLORIDA  
AND  
\_\_\_\_\_**

Recognizing that the work governed by this contract requires the use of vehicles, the Contractor, prior to the commencement of work, shall obtain Vehicle Liability Insurance. Coverage shall be maintained throughout the life of the contract and include, as a minimum, liability coverage for:

- Owned, Non-Owned, and Hired Vehicles

The minimum limits acceptable shall be:

\$100,000 Combined Single Limit (CSL)

If split limits are provided, the minimum limits acceptable shall be:

\$ 50,000 per Person  
\$100,000 per Occurrence  
\$ 25,000 Property Damage

The Monroe County Board of County Commissioners shall be named as Additional Insured on all policies issued to satisfy the above requirements.

**VL1**

**GARAGE LIABILITY  
INSURANCE REQUIREMENTS  
FOR  
CONTRACT \_\_\_\_\_**

**BETWEEN  
MONROE COUNTY, FLORIDA  
AND  
\_\_\_\_\_**

Recognizing that the work governed by this contract involves the servicing and/or repair of County-owned vehicles, the Contractor will be required to purchase and maintain a Garage Policy to include Garage Liability Insurance extending to vehicles, owned or leased by the County, left with the Contractor for servicing, repair, storage, or safekeeping. Coverage should include, as a minimum:

- Premises and Operations Liability
- Vehicle Liability
- Contractual Liability
- Products and Completed Operations Liability
- Garage Keepers' Legal Liability, to include:  
Comprehensive and Collision

The Garage Keepers' Legal Liability shall extend to all County-owned/leased vehicles in the care, custody, and control of the Contractor.

The Contractor's insurance shall be primary to any coverage maintained by the County.

The minimum limits acceptable shall be:

\$300,000 Combined Single limit (CSL) for liability  
\$ 25,000 Garage Keepers' Legal Liability

The Monroe County Board of County Commissioners shall be named as Additional Insured on all policies issued to satisfy the above requirements.

**GK1**



## PUBLIC ENTITY CRIME STATEMENT

"A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list."

**NON-COLLUSION AFFIDAVIT**

I, Roy Ichanna, of the city  
of Key Largo FL according to law on my oath, and under  
penalty of perjury, depose and say that;

1) I am Roy Ichanna AK, the bidder making the Proposal for  
the project described as follows:

MAINTENANCE SPECIFICATIONS FOR MONROE COUNTY FIRE RESCUE  
VEHICLES

2) The prices in this bid have been arrived at independently without collusion, consultation,  
communication or agreement for the purpose of restricting competition, as to any matter relating to such  
prices with any other bidder or with any competitor;

3) Unless otherwise required by law, the prices which have been quoted in this bid have not  
been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to bid  
opening, directly or indirectly, to any other bidder or to any competitor; and

4) No attempt has been made or will be made by the bidder to induce any other person,  
partnership or corporation to submit, or not to submit, a bid for the purpose of restricting competition;

5) The statements contained in this affidavit are true and correct, and made with full knowledge  
that Monroe County relies upon the truth of the statements contained in this affidavit in awarding  
contracts for said project.

STATE OF FLORIDA

AK  
(Signature of Bidder)

COUNTY OF MONROE

12-10-02  
Date

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

ROY KHANNA who, after first being sworn by me, (name of individual  
signing) affixed his/her signature in the space provided above on this

10th day of DECEMBER, 2002.

Elizabeth El Koury  
NOTARY PUBLIC

My commission expires: 12-11-02





SWORN STATEMENT UNDER ORDINANCE NO. 10-1990  
MONROE COUNTY, FLORIDA

ETHICS CLAUSE

Roy Khanna warrants that he/it has not employed, retained or otherwise had act on his/its behalf any former County officer or employee in violation of Section 2 of Ordinance No. 10-1990 or any County officer or employee in violation of Section 3 of Ordinance No. 10-1990. For breach or violation of this provision the County may, in its discretion, terminate this contract without liability and may also, in its discretion, deduct from the contract or purchase price, or otherwise recover, the full amount of any fee, commission, percentage, gift, or consideration paid to the former County officer or employee.

[Signature]  
(signature)

Date: 12-10-02

STATE OF FLORIDA

COUNTY OF MONROE

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

ROY KHANNA who, after first being sworn by me, affixed his/her signature (name of individual signing) in the space provided above on this 10th day of

DECEMBER, 2002.

[Signature]  
NOTARY PUBLIC

My commission expires:

12.11.02

OMB - MCP FORM #4



Elizabeth El Koury  
My Commission CC787397  
Expires December 11, 2002

## DRUG-FREE WORKPLACE FORM

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that:

Roy Khanna

(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 (Florida Statutes) or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, or any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

[Signature]  
Bidder's Signature

12-27-02  
Date